



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ODISHA

Tender Notice No.: NITR/PW/GH/2022/286

Dated: 26/10/2022

Tender for guest house (South block and North block) management, maintenance, House-keeping and in house catering service [in short Guest House Management] at National Institute of Technology, Rourkela.

National Institute of Technology, Rourkela is a premier technical Institute with under-graduate, post-graduate and research programs in many branches of Science and Engineering. The campus has a guest house with two blocks i.e., North Block and South Block. The Guest House has a homely atmosphere and appreciated for traditionally prepared delicious food for the guest. The guest house provides hospitality to the guests and delegates, officials and visitors who visit the campus and avail lodging and boarding services. North Block of guest house has 20 rooms and South Block has 30 rooms with modern amenities such as central air conditioning, TV, Internet facility etc. in each room.

Sealed Tenders are invited through "e-Procurement" module of CPP Portal (<https://eprocure.gov.in/eprocure/app>) from interested and eligible firms / companies / proprietors / individuals / society, to manage the guest house.

1.

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|----|---|---------------|
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2.1 Important Dates

- Last date of submission of bid **16/11/2022 by 11.00 AM** through e-Procurement portal.
- Technical bid will be opened on **17/11/2022 at 11.00 AM.**
- EMD and Tender cost of the tender should reach to **Registrar, NIT, Rourkela - 769 008** through Speed Post/Registered Post/Courier on or before **17/11/2022 by 11.00 AM.**

2.2 Tender document is available in e-Procurement module of CPP portal (<https://eprocure.gov.in/eprocure/app>) or may be downloaded from the website of National Institute of Technology, Rourkela, i.e., https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx

3. **Scope of Work**

The contract involves: -

- Sweeping and mopping floors of Guest House rooms, kitchen, common area, utility area, passages, and balconies twice a day as per timings specified by Manager, Guest House.
- Cleaning of all toilet two times a day (mugs, wash basin, bucket etc.) using requisite cleaning agents as per timings specified.
- Dusting of furniture and fixture, fans, window panes, grills, etc. vacuum cleaning wherever required.
- Deposit of garbage on daily basis at the specified place.
- Ensuring continuous water (Cold/Hot) supply in bathroom/toilets.
- House-keeping, in house catering, gardening and maintenance (minor).
- Changing of used linen, pillow covers, blankets, towels, sofa covers, etc. and timely laundry / washing of the same.
- Removal of cobweb son walls, etc.
- Watering and maintenance of indoor plants and outdoor garden.
- Cooking and serving hot food, snacks to the Guests.
- Keeping the entire premises of the guest house neat and clean and in good hygienic condition and providing good, hot food, snacks etc.

4. **Eligibility Criteria-:**

(a) **Status-:**

The bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership, Private Ltd. Or Limited Company registered under company act. Bidder in the form of JV/Consortium may be permitted. A proof on status of the bidder shall be submitted. The firm should have zonal or Regional headquarter or branch Office in Odisha/Rourkela.

(b) **Financial Capacity-:**

The bidders should have **minimum turnover of Rs. 50.00 Lakhs** during previous three financial year the **financial year (2019-20, 2020-21 & 2021-22)**. Proof of financial status like the audited balance sheet and P&L account of last three consecutive financial years with positive net worth in each year duly certified by CA along with 3 (three) consecutive years IT Return shall be submitted. The firms must be willing and / or capable to sustain itself financially till bills are processed and payment released.

(c) **Experience-:**

The bidder shall have minimum 03 (Three) years of experience in managing / housekeeping and Guest House management of Guest House / in any educational institutions or of a having 50 room or more or hotel with 50 or more rooms.

(d) **Registration-:**

The bidder should be registered under GST Act. labour laws (Should have valid labour licenses), EPFO, ESIC, FSSAI License (as applicable) relevant proof shall be submitted.

5. The tender may be cancelled without assigning any reason thereof and EMD shall be returned within one month of cancellation of the Tender.
6. Revocation / withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.

7. Bringing in outside influence or entering in to unsolicited correspondence / communication will entail rejection of tender and a proceeding for blacklisting / banning of business dealing with NIT, Rourkela.
8. The tenders submitted in digital mode through the e-Procurement portal shall be subject to Information and Technology Act.
9. Contract price is inclusive of all Taxes and duties excluding GST. The successful party shall provide documents to NIT to avail input Tax Credit as applicable.
10. Tender of the party Quoting lowest price shall be accepted if found otherwise suitable. Tenderer Quoting extreme low price than the estimate of NITR shall have to justify the rate and if bid is accepted he shall have to furnish Bank Guarantee of 06 times of the Quoted price or Rs. 15 Lac whichever is lower.

**Sd/-
REGISTRAR**

LIST OF AMENITIES INSIDE GUEST HOUSE AT NIT, ROURKELA FOR HOUSEKEEPING AND MAINTENANCE SERVICES

Sl. No.	Name of the Guest House	No. of Rooms
01.	South Block	30 (including 6 Nos. of suites)
02.	North Block	20
TOTAL		50

The Guest Rooms are well furnished and equipped with the following amenities and not limited to:

- Telephone (Land line)
- LED television with Cable connection
- 24 hours hot and cold water
- Electric tea/coffee maker
- Wardrobe
- Study Table
- Luggage Rack
- Wi Fi Internet
- Good quality bed and bath linen
- Manual door locks with keys
- Centrally air conditioned system
- Emergency power back up and supply
- Bathroom fittings
- Mirror & wash basin
- Chair / Sofa

CHECKLIST FOR TENDERER

Sl. No.	Particulars	Yes / No	Page No.
01	Have you filled in and signed the details and enclosed relevant documents?		
02	Have you read and understood various conditions of the tender and willing to abide by them?		
03	Have you submitted the DD for EMD of Rs.1,00,000/- and Tender Cost of Rs.1,000/- (in the form of DD) drawn on NIT, Rourkela through Post / Courier?		
04	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the e-Procurement module of CPP portal?		
05	Have you attached proof of documents asked for?		
06	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
07	Documents like GST, ESIC, EPF Registration, Labour License and Food License (Inc. all Annexures) - Have you attached a copy of each of these documents?		
08	Have you attached the self-attested experience certificate issued by the organization / Government Departments, if any?		
09	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10	Has your Techno-commercial Bid been submitted as per the requirements of the Tender?		
11	Is your BOQ / financial Bid submitted as per the prescribed MS-Excel Format in the e-Procurement module of CPP portal?		
12	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement site of CPP portal?		

Signature of Tenderer
(With full name & seal)

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

INSTRUCTIONS TO BIDDERS

TENDER NOTICE NO.: NITR/PW/GH/2022/286

DATED: 26/10/2022

1. The tenderer shall submit the tender in **two parts** in the e-Procurement module (<https://eprocure.gov.in/eprocure/app>) of CPP portal consisting of Part-I (techno-commercial Bid) and Part-II – Financial Bid (i.e. BOQ) each in separate cover. No other mode of submission of tender is acceptable.

Tender Cost (non-refundable) in shape of DD (Demand Draft) of **Rs. 1,000/- (Rupees One thousand only)** in favour of **"Director NIT, Rourkela"** payable at Rourkela and **Earnest Money Deposit (EMD)** in the form of DD (Demand Draft) for **Rs. 1,00,000/- (Rupees One Lakh only)** in favour of **"Director NIT, Rourkela"**, payable at Rourkela from any Scheduled Commercial Bank except Cooperative and Gramin Bank. Demand Draft for the EMD should remain valid for a period of **45 days** beyond the bid validity period from the date of opening of bids. Bid security/EMD of unsuccessful bidders will be returned to them without any interest at the earliest and latest on or before **30 days** of after award of contract to L1 bidder. **EMD and Tender Cost** should reach physically through **Speed Post / Registered Post / Courier**, in an envelope and superscripted with subject, tender reference number addressing to **Registrar, NIT, Rourkela – 769 008, Odisha**.

Tender shall be treated as invalid and rejected if EMD and Tender Cost not received on or before 17/11/2022 at about 11.00 a.m.

2. Duly filled in tenders are to be submitted electronically in the e-Procurement module of CPP portal within the date and time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
3. The cover containing the DD for both EMD, Tender Cost shall be opened first at the time of opening of techno-commercial bid. The Part-I offer of those Tenderers, whose EMD and Tender Cost are found in order, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and other part will not be opened.
4. The tender shall remain valid for **120 days** from the date of opening of the price bid and withdrawal in between shall entail forfeiture of Earnest Money deposit.
5. Tenders not received in the prescribed format will be liable for rejection.
6. The Tenderer(s) shall duly fill in all particulars in the format as at **Annexure–IV & IVA** and it shall form part of tender document under Techno-Commercial bid. Non-submission of duly filled in and signed form of tender shall render the tender invalid.
7. The invitation of Tender, Instructions of Bidders, Special Conditions (SCC) of Contract and General Conditions of Contract (GCC), form of tender, price bid with the letter of acceptance and Work Order on awarding the work and Letter of acknowledgement of party shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, the latter shall prevail.
8. The Tenderers shall furnish the following documents as part of **Techno-commercial Bid**.
 - 8.1 Category of Tenderer, (whether Proprietary Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Cooperative / Society etc.) along with following documents:
 - (i) In case of Proprietary Firm, self-attested copy of affidavit of Sole Proprietor.
 - (ii) In case of Partnership Firm, self-attested copy of Partnership deed along with amendments if any and proof of registration if any.

- (iii) In case of Limited Companies, Memorandum and Articles of Association, Certificate incorporation, name of directors.
- (iv) In case of Cooperative / Society, attested copy of the valid certificate of registration. If required the original documents shall have to be produced for verification.
- 8.2 Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without adhering to the stipulation contained herein shall be rejected.
- 8.3 A declaration by the tenderer that Proprietor, Partner, Director, or employees of the tenderer was not:
- Black listed or banned for business dealing.
 - Removed from the approved list of contractor.
 - Banned / under the process of banning by Government / PSU, NIT / IIT / University.
 - Convicted in a competent Court of Law.

9. Banning of Business Dealings:

If it is found during processing of the Tender or execution of contract the Tenderer or his employees, representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and / or fraud / forging / tampering of documents, the bid submitted by the Tenderer shall be disqualified or work order if issued shall be cancelled and a ban for further business dealings shall be imposed for a specified period.

If it is found during the validity of the Contract that the tenderer or his agent / representative or any other person claiming interest under him, indulges in any malpractice / activity prejudicial to the interest of the NIT or detrimental to the NIT Rourkela, the Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period.

10. Disqualification:

Persons convicted for any criminal offence involving moral turpitude / economic offences would not be eligible for execution of Contract and if such person secures the work order by suppression of information, it may lead to cancellation of work order.

11. Following documents may form part of Techno-Commercial Bid:

- a) Food License issued by FSSAI (All Annexures).
- b) EPF Registration Certificate.
- c) ESIC Registration Certificate.
- d) Copy of Balance Sheet, Profit & Loss Account duly certified by a CA and Income Tax Return (i.e. for preceding three years 2019-20, 2020-21, 2021-22).
- e) Details of the bank account indicating the name of bank, branch and account number to which payment is to be made in the **Mandate Form**.
- f) Copies of Permanent Account Numbers (PAN Card).
- g) GST Registration documents.
- h) Copies of Labour License particulars under Contract Labour (Regulations and Abolition) Act, 1970 held under Previous Contract, if any.
- i) Registration Certificate under shops and Commercial Establishment Act / Companies Act / Registrar of Firms, as the case may be.
- j) Proof of past experience in terms of award of contract/work order from the previous organization with similar nature of job from reputed organization.

- k) Performance certification in the Letter head of the previous organization about the services rendered by the bidder.

12. Bid Opening Procedures

- 12.1 The Techno-commercial Bids may be opened, on the specified date and time by a Committee constituted by the competent authority of NIT Rourkela.
- 12.2 The price bids of those bidders who's Techno-commercial Bids are accepted shall be opened by the Committee on the specified date and time.

13. Clarification and Techno-commercial Bid Evaluation

- 13.1 The techno-commercial bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement module of CPP portal. To assist in the examination, evaluation, and comparison of the bids and qualification of the bidders, the Tender Committee may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Committee shall not be considered.
- 13.2 If a bidder does not provide clarifications as asked for by the date and time set, the bid shall not qualify for the price bid evaluations shall be rejected.
- 13.3 Committee may seek confirmation / clarification from the issuer agency, on the supporting documents submitted by the bidder.

14. Techno-commercial Bid Evaluation

The bidders who qualify in the technical evaluation may be intimated through the e-Procurement site.

The following points shall be taken in to account by the Tender Committee at the time of technical bid evaluation.

- (a) Financial and technical credential of the firm.
- (b) Past experience of the firm in similar business.
- (c) Verification of Statutory Certificates / Documents as furnished by the Tenderer.

15. Financial Bid Evaluation / Opening Procedure

The Financial Bid (BOQ) or price bid shall be in MS-Excel sheet form. The Financial Bids (BOQ) of all technically qualified Bidders may be opened on the scheduled date and time.

- a) Technically qualified bidders who have submitted price bid in the prescribed format **(Annexure–VI)** will only be considered.
- b) Tender of the party Quoting lowest price shall be accepted if found otherwise suitable. Tenderer Quoting extreme low price than the estimate of NITR shall have to justify the rate and if bid is accepted he shall have to furnish Bank Guarantee of 06 times of the Quoted price or Rs. 15 Lac whichever is lower. Which will be decided by the committee and the bank guarantee will be returned after successful completion of tenure of the contract.

- 16.** Tenders containing over writing or erasing, without authentication and without full signature in the page(s) of documents and amount / quantity not shown in figures and words will be liable for rejection.

- 17.** The rates quoted by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s)/ amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.

18. The rate quoted in the tender shall include all statutory duties / taxes / levies, as on date of tender, except GST.
19. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances.
20. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the terms and conditions mentioned and he has taken into account all conditions and difficulties that may be faced during its progress / execution. Any complaint in this regard shall not be entertained.
21. Canvassing in any form is strictly prohibited and tender submitted by the tenderer who resort to canvassing, will be liable for rejection.
22. Authority of NITR reserves the right to accept / reject any or all tenders without assigning any reason.
23. Tender documents are not transferable.
24. NIT is at liberty to divide the work amongst the bidders, who matches the lowest price, if required.
25. **For any clarification before the bid is submitted, please contact –**
Prof. B.G. Mishra, PIC (GH)
Ph. No- 0661-246-2659/4040
Email Id: - managergh@nitrkl.ac.in
26. The successful bidder has to deposit further **Rs. 2,00,000/- (Rupees Two lakh)** in the form of Demand Draft/Banker's cheque towards **security deposit** within 15 days from the date of placement of Work Order. The Security deposit will be released after expiry of 60 days of completion of the contract period subject to adjustment / deductions of NITR dues if any.

Sd/-
REGISTRAR

(Letter head of Tenderer)

Ref No.: _____

Dated: _____

LETTER OF UNDERTAKING AND DECLARATION

To
The Registrar
National Institute of Technology
Rourkela – 769 008

Ref: Invitation for Tender No. _____ dated _____

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute the work in conformity with the tender document / contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 90 days from the date of opening of price bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm / company / proprietorship / me or our employee concerned were black listed in past nor any of our official was convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them.
7. The detailed particulars of the tenderer are mentioned separately.

Yours sincerely,

Date:

Place:

Authorized Signatory of the Tenderer

(Authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)

Full Name and Designation

(Letter head of Tenderer)

**TENDER FOR "GUEST HOUSE FACILITY MANAGEMENT SERVICE
(SOUTH OR / AND NORTH BLOCK)" at
NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA**

Detailed Particulars of the Tenderer

Sl. No.	Particulars	
01	Name of Agency / Firm / Proprietor	
02	Full Postal Address	
03	Email ID	
04	Mobile No.	
05	Other Business of the Firm	
06	Office / Residence Phone No.	
07	Office / Work Email ID	
08	Name(s) of Proprietor / Partner / Director	
09	Food License issued by FSSAI (All the Annexures of License)	
10	PAN No.	
11	EPF Registration No.	
12	GST Registration No.	
13	Labour License No.	
14	ESIC Registration No.	
15	Trade License No.	
16	Volume of Business in the FY	2019-20
		2020-21
		2021-22
17	Volume of Business in previous financial years with NIT, Rourkela (if any)	2019-20
		2020-21
		2021-22
18	Past experience in similar business (enclose relevant documents / order copies of other organizations)	
19	Income Tax clearance certificate	
20	Materials, machinery and methods proposed for executing the work	

Signature of Tenderer
(With full name & seal)

STATEMENT ON FINANCIAL CAPACITY

DESCRIPTION

Description	Financial Years		
	2019-20	2020-21	2021-22
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after Tax			

Signature of Tenderer
(With full name & seal)

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

TENDER FOR "GUEST HOUSE FACILITY MANAGEMENT SERVICE (SOUTH AND NORTH BLOCK)" at NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA.

BOQ (Bill of Quantity) / PRICE BID / QUOTED PRICE FORMAT

[Should only be uploaded in the Price Bid Cover. Not to be enclosed with the Techno-commercial bid]

NUMBER #		TEXT #	NUMBER #		TEXT #
Sl. No.	Item Description		Total amount per month To be entered by the Bidder in Figures Rs. P	TOTAL AMOUNT in Words	
1	2		3	4	
101	Description:-				
102	Consolidated price / cost per month for providing house-keeping, catering management and maintenance (including gardeners) service for South Block Guest House (30 Rooms, Including 6 Nos. of suites) which also includes all taxes and duties (excluding GST), wages for the worker, with ESI and PF dues, cost of washing, cost of minor repair and maintenance. Supply of all consumables, other incidental expenditure, cost of uniform and other benefits given to workers engaged by Contractor.			INR Zero Only	
103	Consolidated price / cost per month for providing house-keeping, catering management and maintenance (including gardeners) service for North Block Guest House (20 Rooms) which also includes all taxes and duties (excluding GST), wages for the worker, with ESI and PF dues, cost of washing, cost of minor repair and maintenance. Supply of all consumables, other incidental expenditure, cost of uniform and other benefits given to workers engaged by Contractor.			INR Zero Only	
Total in Figures			0.00	INR Zero Only	
Quoted Rate in Words			INR Zero Only		

GENERAL CONDITIONS OF CONTRACT**A. Definitions**

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means National Institute of Technology, Rourkela (in short – NITR)
3. **Competent Authority** means Head of the Department and Officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation.
6. **Contractor** means “the Tenderer” or successful bidder / contractor, whose tender has been accepted and includes it’s authorized representative, successors, permitted assignees, legal heirs.
7. **Site** means the guest house, adjoining garden and pricent thereof.
8. **Director** means and includes Director of NIT, Rourkela or his authorized representative.
9. **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
10. **Institute** means National Institute of Technology, Rourkela.
11. **Authorized Officer / Representative** means and includes Assistant Registrar, Deputy Registrar, Registrar, Dean, PADA, Guest House, Manager, Guest House or any other officer authorized or designated for this contract.
12. **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
13. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by Registered Post / Courier (with POD) to the addressee, or the Steward’s site office and shall be deemed to be sufficient service if so sent or left at that address.
14. **Terms and Conditions** means the special condition of the contract (SCC) and the General Conditions of the Contract (GCC) here in mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
15. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by tenderer in single part or in multiple part like Techno-commercial part, price bid part etc. with documents.
16. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.

17. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
19. **Cartel:** A group of Tenderer in connivance and with common motive in order to influence the Tendering process quote unrealistic price to rig the tender.

B. Assignment and Sub-contracting

20. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Director, NIT Rourkela or Officer authorized in this regard.
21. The Steward shall not sub-contract the works without written consent of NITR and such consent if given shall not absolve the Steward from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the Steward, his agent, servants or workman.

C. Contract Documents

22. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NITR.
23. **Further Instructions:** The representative of NITR shall issue instruction and coordinate with contractor, from time to time during the execution of the Contract.

D. General Obligations of the Contractor

- (a) If the Contractor becomes bankrupt or have an order for appointment of any receiver made against him or shall present any petition for bankruptcy or shall make an arrangement with / or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or shall go into liquidation (for the purpose of amalgamation, absorption or reconstruction) or if it is found that –
 - (I) has abandoned the contract or
 - (II) without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to execute or
 - (III) is not executing the works in accordance with the contract or is persistently or flagrantly neglecting failing to carry out his obligations under the contract, in such case this contract may be **terminated** by giving 7 day's notice and the remaining work shall be executed through alternate means at the risk and cost of the contractor.
- (b) **Illegal gratification, breach of contract:** The contract may be terminated and firm is black listed and the Contractor shall be liable to pay damages, if bribe, gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly is given, promised or offered by the Steward or any of his servants or agents to any person employed by NITR directly or indirectly interested in the contract.
- (c) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process / tender of the cartel group shall be cancelled.
- (d) **Final Certificate:** The contract shall not be considered as completed until a Closing Certificate have been signed and issued to the Contractor stating that the works have been completed in accordance with the terms of the contract and Contractor has submitted a no dues certificate evidencing closure of contract.

- (e) **Notice:**
- (i) **Service of notice on Contractor:** Any notice given to the Contractor's contract shall be served to the Manager or his representative by Registered Post / Courier to or by hand or delivered at its office.
- (ii) **Service of notice on NITR:** Any Notice to be given to NITR shall be served by sending the same by Registered Post / Courier at the office of the Registrar, NIT Rourkela – 769 008.
- (f) **Policing of the Work:** Should the general conduct of the works including the Premises of NITR under occupation of the Contractor lead to violation of any of the provisions of the Indian Penal Code either in consequence of riotous or illegal proceedings of the labour or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be recovered from the Contractor.
- (g) **i. Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the NIT Rourkela and the Contractor shall be governed and regulated by the relevant laws for the time being in force in the territory of India.
- ii. Legal Compliance:** The Contractor shall comply with all applicable statutes, rules, regulations, by-law, orders of statutory authority court, for execution of the Contract.
- (h) **Arbitration:**
- i) **Reference of Disputes to Conciliation / Arbitration:** All disputes or differences arising out of the contract shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation Act, 1996. Such dispute shall first be referred to Conciliation by a Conciliator appointed by the Director, NIT Rourkela. The Conciliator shall decide the fees / remuneration and the rules of procedure.
- ii) **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed on mutual consent of both parties.
- Upon receipt of notice for arbitration, Director, NITR shall suggest three names to the Contractor to agree on any one of them to act as sole Arbitrator.
- In the event the party fails to intimate within fifteen days from the date of intimation of the three names then Director, NITR will be at liberty to request any one out of the said three persons as the sole arbitrator.
- The Arbitrator(s) shall decide the dispute independently and impartially. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartially.
- iii) The arbitral tribunal shall be free to determine its own procedure, fees as per Arbitration and Conciliation Act 1996, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter, in conformity with Arbitration and Conciliation Act, 1996.
- iv) **Work to continue during Conciliation / Arbitration:** Work under the contract shall continue during the arbitration proceedings and recourse to arbitration shall not be a bar for continuance of the contract.
- (i) **Amendment:** No change or modification, whatsoever, shall be valid or enforceable unless it is in writing and with consent of the contractor.
- (j) **Jurisdiction:** The competent court at Rourkela shall have the exclusive jurisdiction upon any matter arising out of this contract.

SPECIAL CONDITIONS OF CONTRACT

A. Scope of Work:

1. The Contractor should ensure the following for effective execution of house-keeping, management and maintenance of Guest House (South or North Block) at the contract price. No escalation is admissible.
 - (a) Room service, manning of counters, cleaning, assistance in the kitchen etc. have to be adequately provided. Depending on the skills of the persons to be deployed, the jobs may be shared amongst them.
 - (b) Presence of at least one person deployed by the Contractor at reception area of the guest house, must be ensured.
 - (c) Experienced workers must be deployed in adequate numbers to maintain a clean, hygienic and lively area in and around the guest house at all times.
 - (d) Adequate number of cook(s) and helpers must be deployed in the kitchen and dining area. Since the institute provides the infrastructure and equipment in the Kitchen area, the rates of food items should be less than that of prevailing market rate which will be approved by the Institute on mutual discussion. Meal service should always be available, irrespective of the number of guests present.
 - (e) The Contractor shall not employ any minor for the contract work as prohibited under labour act.
2. The Contractor shall be responsible for maintaining all the rooms of guest house in tip top condition at all times and shall ensure the working of the equipment and accessories attached to each room and the Guest House as a whole. In case of any malfunctioning, the same shall be brought to the notice of Manager of Guest House, NIT Rourkela.
3. Supply of mops, air freshener, detergent, bath soaps and toilet tissues in each room and cleaning and maintenance of floor vertical surfaces, toilets and bath rooms shall be done every day / at the check in of new guest. The contract price is inclusive of all such expenses.
4. The Contractor shall take care of minor repair and maintenance including replacement of electrical bulbs and switches, water and sanitary fittings, maintenance and servicing of water purifier, carpentry and minor civil repair work up to Rs. 5,000/- per month on reimbursable basis. However major civil and electrical maintenance work shall be done by the Institute.
5. Bed sheet, pillow cover, curtain and linens shall be provided by the Institute for use in the guest rooms. The Contractor shall maintain the stock of all such items in a Register which shall be made available for inspection by Manager, Guest House or authorized official. The Contractor shall bear the cost of washing of linen, curtain, bed sheet, pillow covers and towels etc. Bed sheet, pillow covers and towels must be washed after two days of use by a single user and curtains and mosquito nets should be washed once a month.
6. The Contractor shall ensure the safety of the guest house, as well as the belongings of the guests and visitors.
7. Registers in the prescribed format shall be maintained for recording day to day check-in and checking out of guests, by the Contractor.
8. The Guest feedback forms supplied by the Institute must be kept in all guest rooms. Contractor shall keep record of all filled up forms and shall submit them to the Manager, Guest House. Loss or non-submission of feedback form shall be treated as breach of Contract.
9. The Contractor shall collect the room tariff charges from guest and deposit in the institute account on time.

10. Manage the Reception counter by experienced person who will attend the guest with decent and hospitable manner.
11. The contractor to:
 - (a) Maintain arrival and departure list of guest one day in advance in triplicate and certified by the Manager, NITR Guest House.
 - (b) Maintain the check-in and check-out register and in e-system for proper record.
 - (c) Make entry on allotment of rooms in the Guest House as per the directive received from Guest House Manager.
 - (d) All financial transactions are to be done in online mode however in case of exigency, the contractor shall maintain a receipt book for cash received and deposit to Institute Account on very next working day and obtain the cash receipt through Finance & Accounts Office.
 - (e) Prepare credit bills of departmental / project guest and send to the concerned department for settlement.
 - (f) Manage cash, Credit Card entries, and credit register on weekly basis and report to Manager, Guest House.
 - (g) Submit category wise occupancy report and meal records on monthly basis to Manager, Guest House.
 - (h) Arrange safe handling of baggage of the guest.
 - (i) Attend the telephones, and maintain call traffic registers and responds accordingly.
 - (j) Maintain the Complaint / Suggestion Register which should be available on demand by a guest.
 - (k) Arrange emergency transport as and when required by a guest.
 - (l) Provide information with regard to rail / air timings and information related to campus to the guests on request.
 - (m) Ensure overall cleanliness in the surrounding areas of the Reception Counter, lobby, porch area.
 - (n) Submit **Room-wise Occupancy Status** every morning to the Manager, NIT Guest House.
 - (o) Attend minor non-functional electrical gadgets (Geyser, Fan, Lights, AC etc.) and other maintenance issues of the rooms as well as common areas. A register to be maintained for this purpose, room-wise and the same to be brought to the notice of the Manager, NIT Guest House daily if need be.
 - (p) At the time of check-out, ensure that all the items provided in the room (linen, remote etc.) are available and in case of any missing items report to Manager, NIT Guest House.
 - (q) Engage good, experienced and cultured person to ensure hospitality.
 - (r) The personnel's engaged by the Contractor are to be treated as employees of the contractor and they will work under the supervision and control of the Contractor. NIT official may guide them if required to ensure good service to the guests.
12. **House Keeping and Maintaining Hygiene**

The contractor to –

 - (a) Ensure that all the rooms, fixture and fittings attached to the rooms are kept well cleaned, regularly as specified in the cleaning service (Record to be maintained for verification).
 - (b) Ensure that room linen are replaced / changed after the departure of a guest and for occupied room on every third day if the stay is of more than 3 days.

(c) Ensure that following items are available at any point of time in each room. These items will be provided by NIT Rourkela without charge / cost.

- a. Bed Sheet
- b. Bed Cover
- c. Pillow Covers
- d. Duvet
- e. Duvet Cover
- f. Bath Towel
- g. Hand Towel
- h. Tumblers (Glass)
- i. Coasters
- j. Hangers
- k. Bucket
- l. Foot Mat
- m. Mug
- n. Dustbin (Room)
- o. Bath Mat
- p. Dustbin (Washroom)
- q. Electrical Kettle (in Suite)
- r. TV with Remote
- s. DTH with Remote
- t. Telephone

13. The Contractor shall supply the following toiletries and consumable in each room at his cost.

(A) Regular Guest

- a. Glycerin Bath Soap
- b. Shampoo
- c. Oil Sachet

(B) VVIP Guest

- a. Glycerin Bath Soap
- b. Shampoo
- c. Oil Sachet
- d. Comb
- e. Shaving Kit
- f. Dental Kit
- g. A pair of disposable Slipper

(C) The Contractor shall supply the following consumables to each room every day.

- a. Coffee, Tea, Milk and Sugar Sachets
- b. Two bottles of 500 ml mineral water (Bailey/Kinley/ Aquafina/Bisleri)

- (D) The Contractor shall ensure the following items are replenished in each room.
- c. Goodnight / All-out mosquito repellent with refills
 - d. Toilet Tissues Rolls (2 Nos.)
 - e. Room fresheners
 - f. Naphthalene balls
 - g. Battery Cells (in working condition) for TV, Wall Clock and AC remotes, DTH remotes.
 - h. Newspaper in lobby

All items mentioned above should be of superior / branded quality.

14. **Cleaning Services**

- (i) It is necessary to maintain the environment of the NIT Guest House in a healthy and hygienic condition round the clock. All living areas are to be kept clean and tidy and effective waste collection and disposal arrangements shall be made. The following works constitute cleaning service.
- (ii) Daily Cleaning
- 1. Sweeping of the entire premises;
 - 2. Damp moping of tiles, vitrified floors, stair cases, side walls, corridors, passages;
 - 3. Dusting of desk, table, chair and furniture located in the rooms occupied;
 - 4. Special attention will be paid to the cleaning of wash basins;
 - 5. Thorough cleaning and sanitization of all the toilets, wash basins, mirrors, dustbins and WC facilities using suitable non-abrasive cleaners and disinfectants;
 - 6. All the wash basins, toilets pan should be kept stain free using harpic / sanifresh etc.;
 - 7. All surfaces shall be free of germs, soap and mud at the wash rooms;
 - 8. Replacement of bathing towels / hand towels on a daily basis in all the wash-up areas;
 - 9. Replacement of multifold soft hand tissue paper on a daily basis in all the wash-up area;
 - 10. Cleaning of Door mats; aluminum doors, aluminum Fish plates etc.
 - 11. Odonils, Naphthalene balls, urinal cubes, should be supplied sufficiently in the toilets;
 - 12. Emptying all waste paper baskets from all rooms and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were located.
15. The Contractor shall prepare bills separately for boarding and lodging of individual guest staying in the Guest House and take the following actions:
- (a) Bills in respect of important guests for both boarding and lodging are to be directly submitted to the concerned office of NIT for processing. The amount towards boarding charges as per fixed menu and rate shall be reimbursed by the Institute.
 - (b) Boarding charges in respect of all other guests (i.e. other than (a) above shall be directly collected by the Contractor from the concerned guests or their local hosts and the Institute shall not be responsible for any default thereof.
 - (c) The amount so collected shall have to be deposited either at the Finance and Accounts office of the Institute or in the SBI, NIT Campus Branch, Rourkela, Guest House account within 3 working days of collection. The Contractor shall maintain a ledger book and submit a statement of receipts every month to Manager, NIT Guest House.

- (d) The Contractor must ensure that the room tariff collected for a particular month should match with the Booking register. In case of any mismatch the same should be reported with reason along with monthly bill failing which the monthly bill shall not be processed.
 - (e) The ledger book and all the counterfoils of the official receipts shall be produced before the competent authority of the institute for the purpose of auditing and verification as and when required and asked by the authority.
 - (f) The Contractor shall accept guests only with prior approval of the Institute. He may, however accept guests provisionally after filling up an appropriate requisition form and entering the information on a register if rooms are available with the permission of NIT Authority. The forms and the register are to be submitted to the designated Officer of the Institute on the next working day.
 - (g) The Contractor shall ensure effective execution of the above mentioned responsibilities faithfully, diligently with utmost honesty and sincerity.
 - (h) The Contractor shall submit the name and address of workers engaged under this contract within 15 days of commencement of the contract.
 - (i) The Contractor shall provide two sets of liveries a badge with name of the firm and name of the person each year according to the specification, to all his employees engaged in the Guest House and enforce proper use of the same during duty hours.
 - (j) The Contractor shall maintain all record / registers as prescribed under law. The register should be made available to the Institute authorities and government authorities for verification as and when desired. The Contractor shall submit periodical return as per law before the Authority and a copy thereof to NIT, Rourkela.
 - (k) The Institute shall provide linen, mosquito nets and curtains of the guest room(s) but the requisition for replacement of worn out linen and curtains is to be made by the Contractor to the Institute Authority beforehand. The Contractor shall store the linens and curtains in proper manner and shall maintain a Stock Book for the purpose duly endorsed by the Institute's authorized representative.
16. The Institute will provide modern kitchen utensils, equipment and the Contractor to keep in safe custody. This is to be returned back to the institute at the end of the contract without any damage. For shortage or damage book value of the equipment / utensil shall be recovered from the dues of the contractor.
17. The Institute shall place under the care of the Contractor well-furnished guest rooms with attached bathrooms or separate bathrooms along with all sanitary, electrical fittings and air conditioner and DG Set installation (South Block only) which are the exclusive properties of the institute.

The following newspaper shall be provided to the guest house by the Contractor daily.

South Block Guest House

- (a) Indian Express (E)
- (b) Times of India (E)
- (c) The Samaj (O)
- (d) Dainik Jagaran
- (e) India Today (E)

North Block Guest House

- (a) Times of India (E)
- (b) Telegraph (E)

- (c) Dharitri (O)
 - (d) Hindustan (H)
 - (e) India Today Magazine
18. NIT shall take the responsibility for any major maintenance work connected with the building, water supply, electric supply, sanitary and sewerage system which will be carried out through Estate Maintenance department as the case may be.
19. The Institute will bear the cost of electricity (except that consumed in the guest house kitchen, dining hall which has to be borne by the Contractor) and water charges. A separate meter shall be fixed to measure the consumption in kitchen and dining area, for payment by the Contractor.
20. In consideration of all services to be provided, as mentioned here under. Contractor a consolidated amount per month as per the quoted price / agreed upon which shall include (a) wages to the workmen, (b) cost of washing of linen and curtains, (c) cost of minor repair and maintenance, (d) supply of all consumables such as mops, air freshener, detergent, bath soap and toilet tissue etc. and maintaining the guest house complex in top conditions at all times, garden maintenance, and such other matter, connected or incidental to above activity.
- 21.
- (a) The Contractor shall provide catering service to guests as per the menu and price decided. No alcoholic drink or tobacco products are allowed in the premises of the Guest House.
 - (b) All guests staying in the guest house must be served food in hot condition at dining hall. In case of functions buffet lunch or dinner/snacks may be placed on table so that guests can help themselves.
 - (c) The Contractor is not permitted to provide catering service to persons other than those staying in the Guest House or participants of Continuing Education Programmes / Conferences. (He may however, provide catering service to employees of Institute from the facilities just like any other Caterer with prior permission of the competent authority for certain social functions at his cost.
 - (d) The Contractor will provide all consumables in the kitchen like raw materials, vegetables cooking gas cylinders.
 - (e) NIT shall provide all crockery items to be used inside the kitchen and dining area of the guest house at the beginning of the contract. The Contractor shall maintain them in good condition at all times and replace all broken / misplaced items with equal quality of the product throughout the contract period. Any damage due to breakage / rough / negligent use shall be borne by the Contractor and all materials are returned as per list available in Guest House stock register at termination of the contract. The alternative brand must be certified by the institute before replacement against any shortage/damage.
 - (f) Normally other caterers will not be permitted to serve food in Guest House dining hall or in the premises of the guest house. In case, if other caterers are permitted by the institute authorities to serve food in Guest House the Contractor shall cooperate with outside caterers to ensure proper treatment of guests.
22. Workers engaged by the Contractor should be free from any contagious disease or sickness that is considered unacceptable for handling food. In such case substitute shall be deployed by the Contractor at his cost.
23. Only authorized brands/products as approved by the institute can be used to ensure quality. A committee of the Institute will monitor the same including quality / brand of input materials and hygiene. Persons authorized by the Institute must have full access to all facilities and documents. Any preparation not found to be wholesome or hygienic is liable to be destroyed without any compensation. Further punitive action, as deemed fit shall be taken against the Contractor.
24. Only purified water (purified by Aquaguard / RO purifiers of reputed brands or other purifier of similar standard) has to be served in the guest house. The institute has installed water

purification machines inside the guest house. It shall be maintained at his own cost by his own technical person. It must be ensured to serve clean drinking water to all guests at all times and any default shall be treated as breach of contract.

25. The premises of the guest house shall not be used for any other purpose.
26. No trash is to be thrown inside or outside the Guest House premises except in properly covered bins supplied by the Steward, at his cost.
27. Use of any other fuel except cooking gas is forbidden. Use of electricity for cooking is discouraged except in emergency, with due approval of the institute authority.
28. The assets and articles provided by the institute shall be property of the institute and the Contractor shall be merely the custodian of such assets and articles. On termination of the Contractor, all such property shall be handed over to the Institute in good condition.
29. Contractor shall maintain the building space and rooms in good condition. All floors and rooms are to be scrubbed regularly with non-corrosive detergent or soap, and all vertical surfaces are to be dusted regularly. The period of cleaning should be such that there is no visible dirt or marks at any time. In case of deficiency the Institute administration shall levy fine or terminate the contract with immediate effect.
30. Food cost and chart will be same for both the guest houses and the same are displayed with approved of the NIT.
31. The Contractor and his employees shall always be treated as "LICENCEE" and Institute as "LICENSOR". As such, the Contractor and / or his employees shall be bound to vacate the premise failing which shall be treated as unauthorized occupant on the termination/end of the contract. They are liable for eviction if not vacated voluntarily.
32. Deficiency in Service: The institute authorities shall inspect the facility from time to time to assess the performance of the Steward. If any deficiency in service is observed, the contract is liable for termination.
33. The Contractor shall not perform any act that would violate the statutory obligations and shall indemnify NIT in case of any liability imposed on NIT.

34. Obligation

- (a) Any mid-year increase in expenditure because of enhancement of minimum wage of the central government cost of goods and services in the market or other tax rates / statutory levies (except service tax) will be absorbed by the contractor, and it shall be inclusive of contract price.
- (b) The institute shall have no responsibility towards payment of wages, social security, medical care, safety or any benefit to the personnel engaged by the Contractor. Any unpleasant incident occurring during the contract period is the sole responsibility of the Contractor. The institute shall in no way be liable for any such incident or financial liability if any.
- (c) The Contractor shall abide by all statutory rules and regulation as applicable to his establishment and for execution of the contract and must indemnify NIT if any liability is created on NIT.
- (d) The Contractor must comply all laws including labour laws as applicable to his establishment.

35. Risk and Cost

- (a) Neglect or failure on the part of the Contractor to execute the work will be carried out by alternate source at the risk and cost of the Steward and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

36. Payment Terms

- (i) Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract or law, the Contractor shall be paid against bill on monthly basis for the work executed during the previous month, subject to adjustment at the end of the contract.

- (ii) For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the workers contribution towards EPF, ESI and Pension with his jurisdictional RPF Commissioner and also proof of payment of wages to his workmen and bank receipt towards payment of wages for the previous month shall be prepared and submitted by the Steward for the work done during the month within seven days after completion of the month.
- (iii) Payment shall be regulated as per terms of contract.
- (iv) Deduction of applicable taxes will be made including TDS and Certificate will be issued by Finance and Accounts Office or such deductions.
- (v) For electricity charges, the Contractor will give an initial deposit of **Rs. 20,000/-** which is refundable at the end of the contract period on vacating the premises. Electricity bill should be cleared within one week of receiving the bill. If the monthly bill exceeds **Rs. 8,000/-**, the deposit amount will be revised upwards.
- (vi) The Contractor shall abide by all statutory rules and regulations of Income tax, GST and other acts as per jurisdiction.
- (vii) The Contractor shall pay all taxes, fees, license charges, deposit dues or other charges, payments to concerned beneficiaries / authorities. In case of any default the institute shall recover the same from the bill/dues/SD or payment claimed from the institute and pay to the concerned beneficiaries/Authority.

37. Termination

Neglect or failure to execute the contract as per its term and condition or violation of any of the condition mentioned herein, shall entail termination of this contract with remedial action as provided under this contract or law.

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